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SCOTT ELLIOTT

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FACSIMILE (803) 771-8010

January 8, 2007

VIA HAND DELIVERY

Charles L. A. Terreni, Esquire
Chief Clerk and Administrator
South Carolina Public Service Commission
101 Executive Center Drive
Columbia, SC 29210

COPY
Posted: D. Duke
Dept: SA
Date: 1-9-07
Time: _____

SO PUBLIC SERVICE
COMMISSION

2007 JAN -8 PM 4:42

RECEIVED

2007-20-C

RE: Application of New Horizons Communications Corp. Authority
to Operate as a Reseller of Interexchange Telecommunication
Services as a Reseller of Interexchange Telecommunication within
the State of South Carolina

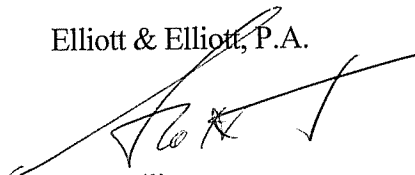
Dear Mr. Terreni:

Enclosed please find for filing an original and fifteen (15) copies of the Application of New Horizons Communications Corporation Authority to Operate as a Reseller of Interexchange Telecommunication Services within the State of South Carolina. By copy I am serving the Office of Regulatory Staff.

I have enclosed an extra copy of this application which I would ask you to date stamp and return to me through my courier. If you have any questions or if I may provide you with any additional information, please do not hesitate to contact me. Thank you.

Sincerely,

Elliott & Elliott, P.A.


Scott Elliott

SE/jcl

Enclosures

cc: Lance J.M. Steinhart, Esquire

**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF SOUTH CAROLINA**

**IN RE: APPLICATION OF
NEW HORIZONS COMMUNICATIONS CORP.
AUTHORITY TO OPERATE AS A
RESELLER OF INTEREXCHANGE
TELECOMMUNICATION SERVICES
WITHIN THE STATE OF
SOUTH CAROLINA**

**DOCKET NO:
DATE:**

**AND TO BE REGULATED IN ACCORDANCE WITH PROCEDURES ESTABLISHED FOR
ALTERNATIVE REGULATION IN ORDER NOS. 95-1734 AND 96-55 IN DOCKET
NO. 95-661-C.**

APPLICATION AND REQUEST FOR AUTHORITY

New Horizons Communications Corp. (hereinafter "Applicant"), by its attorney, hereby files this verified application, before the South Carolina Public Service Commission pursuant to its requirement for a Certificate of Public Convenience and Necessity to operate as a reseller of telecommunications services within the State of South Carolina and in support thereof would state the following:

- 1 Applicant's legal name is New Horizons Communications Corp. and its state of organization is Delaware (see Attachment 1). Applicant has a certificate of authorization to do business in South Carolina from the Secretary of State. (see Attachment 2).

- 2 The principal business address and telephone number of the applicant is:

New Horizons Communications Corp.
335 Bear Hill Road
Waltham, Massachusetts 02451
Telephone: (781) 290-4600

- 3 Any question, notice, orders, correspondence or communication regarding this application should be directed to:

Lance J.M. Steinhart, Esq.
Lance J.M. Steinhart, P.C.
1720 Windward Concourse, Suite 250
Alpharetta, Georgia 30005
(770) 232-9200 (Phone)
(770) 232-9208 (Fax)
lsteinhart@telecomcounsel.com

Local Counsel:
Scott Elliott, Esq.
Elliott & Elliott, P.A.
721 Olive Street
Columbia, SC 29205
(803) 771-0555 (Phone)
(803) 771-8010 (Fax)

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COMMISSION

- 4 The officers and directors of Applicant are set forth in Attachment 3. Biographical information on Applicant's key management personnel are included in Attachment 4.
- 5 The Applicant's Balance Sheet and Profit and Loss Statement as of June 30, 2006, is Attachment 5. This exhibit is offered in support of the financial ability of the Applicant.
- 6 Applicant submits contemporaneously with this application its proposed tariff (Attachment 6) which contains a description of services to be provided, all rules and regulations applicable to such services, and proposed rates for such services.
- 7 By this application, Applicant hereby asserts its willingness and ability to comply with all the rules and regulations that the Commission may lawfully impose upon Applicant's provision of service contemplated by this application.
- 8 Upon Commission request, Applicant is prepared to answer questions or present additional testimony or other evidence about its services within the state.
- 9 The Company hereby respectfully requests a waiver of 26 S.C. Code & Ann. Regs. 103-610, which requires books and records to be kept in the State of South Carolina, but rather, the Company desires to keep its books and records at its principal place of business.
10. Applicant hereby respectfully requests that its interexchange service offerings be regulated in accordance with procedures established for alternative regulation in Order Nos. 95-1734 and 96-55 in Docket No. 95-661-C.

Wherefore, New Horizons Communications Corp. hereby prays that the South Carolina Public Service Commission grants it authority to provide interexchange telecommunications services within the State of South Carolina and to be regulated in accordance with procedures established for alternative regulation in Order Nos. 95-1734 and 96-55 in Docket No. 95-661-C.

Respectfully submitted this 29th day of Dec. 2006.

By: 

Lance J.M. Steinhart, Esq.

Lance J.M. Steinhart, P.C.
1720 Windward Concourse, Suite 250
Alpharetta, Georgia 30005
(770) 232-9200
(770) 232-9208 (Fax)

and

By: 

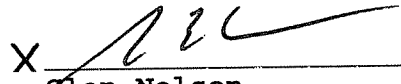
Scott Elliott, Esq.

Elliott & Elliott, P.A.
721 Olive Street
Columbia, SC 29205
(803) 771-0555
(803) 771-8010 (Fax)

Its Attorneys

VERIFICATION OF APPLICANT

I, Glen Nelson, VP Marketing and Business Development of New Horizons Communications Corp., a Delaware corporation, the applicant for a Certificate of Public Convenience and Necessity from the Public Service Commission of the State of South Carolina, verify that based on information and belief, I have knowledge of the statements in the foregoing Application, and I declare that they are true and correct.

X 

Glen Nelson
VP Marketing and Business Development
New Horizons Communications Corp.

X Sworn to me, the undersigned
Notary Public on this
22nd day of August, 2006.

State of Massachusetts
County of Middlesex



Notary Public

Attachment 1 - Articles of Incorporation

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "NEW HORIZONS COMMUNICATIONS CORP.", FILED IN THIS OFFICE ON THE EIGHTH DAY OF OCTOBER, A.D. 2002, AT 11 O'CLOCK A.M.



3577623 8100

040815724

Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 3502689

DATE: 11-29-04

**CERTIFICATE OF INCORPORATION
OF
NEW HORIZONS COMMUNICATIONS CORP.**

The undersigned, being of legal age, in order to form a corporation under and pursuant to the laws of the State of Delaware, do hereby set forth as follows:

FIRST: The name of the corporation is **NEW HORIZONS COMMUNICATIONS CORP.**

SECOND: The address of the initial registered and principal office of this corporation in this state is c/o The Corporation Trust Center, 1209 Orange St., in the City of Wilmington, County of New Castle, State of Delaware 19801 and the name of the registered agent at said address is The Corporation Trust Company.

THIRD: The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the corporation laws of the State of Delaware.

FOURTH: The corporation shall be authorized to issue the following shares:

<u>Class</u>	<u>Number of Shares</u>	<u>Par Value</u>
Common	200	\$0.01

FIFTH: The name and address of the incorporator are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Robert J. Fabbricatore	124 Hopewell Point Rd. Wolfeboro NH 03895

SIXTH: The following provisions are inserted for the management of the business and for the conduct of the affairs of the corporation, and for further definition, limitation and regulation of the powers of the corporation and of its directors and stockholders:

(1) The number of directors of the corporation shall be such as from time to time shall be fixed by, or in the manner provided in the by-laws. Election of directors need not be by ballot unless the by-laws so provide.

(2) The Board of Directors shall have power without the assent or vote of the stockholders:

(a) To make, alter, amend, change, add to or repeal the By-Laws of the corporation; to fix and vary the amount to be reserved for any proper purpose; to authorize and cause to be executed mortgages and liens upon all or any part of the property of the corporation; to determine the use and disposition of any surplus or net profits; and to fix the times for the declaration and payment of dividends.

(b) To determine from time to time whether, and to what times and places, and under what conditions the accounts and books of the corporation (other than the stock ledger) or any of them, shall be open to the inspection of the stockholders.

(3) The directors in their discretion may submit any contract or act for approval or ratification at any annual meeting of the stockholders or at any meeting of the stockholders called

for the purpose of considering any such act or contract, and any contract or act that shall be approved or be ratified by the vote of the holders of a majority of the stock of the corporation which is represented in person or by proxy at such meeting and entitled to vote thereat (provided that a lawful quorum of stockholders be there represented in person or by proxy) shall be as valid and as binding upon the corporation and upon all the stockholders as though it had been approved or ratified by every stockholder of the corporation, whether or not the contract or act would otherwise be open to legal attack because of director's interest, or for any other reason.

(4) In addition to the powers and authorities hereinbefore or by statute expressly conferred upon them, the directors are hereby empowered to exercise all such powers and do all such acts and things as may be exercised or done by the corporation; subject, nevertheless, to the provisions of the statutes of Delaware, of this certificate, and to any by-laws from time to time made by the stockholders, provided, however, that no by-laws so made shall invalidate any prior act of the directors which would have been valid if such by-law had not been made.

SEVENTH: No director shall be liable to the corporation or any of its stockholders for monetary damages for breach of fiduciary duty as a director, except with respect to (1) a breach of the director's duty of loyalty to the corporation or its stockholders, (2) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (3) liability under Section 174 of the Delaware General Corporation Law or (4) a transaction from which the director derived an improper personal benefit, it being the intention of the foregoing provision to eliminate the liability of the corporation's directors to the corporation or its stockholders to the fullest extent permitted by Section 102(b)(7) of the Delaware General Corporation Law, as amended from time to time. The corporation shall indemnify to the fullest extent permitted by Sections 102(b)(7) and 145 of the Delaware General Corporation Law, as amended from time to time, each person that such Sections grant the corporation the power to indemnify.

EIGHTH: Whenever a compromise or arrangement is proposed between this corporation and its creditors or any class of them and/or between this corporation and its stockholders or any class of them, any court or equitable jurisdiction within the State of Delaware, may, on the application in a summary way of this corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for this corporation under the provisions of Section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for this corporation under the provisions of Section 279 Title 8 of the Delaware Code order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths (3/4) in value of the stockholders of this corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this corporation as consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of this corporation, as the case may be, and also on this corporation.

NINTH: The corporation reserves the right to amend, alter, change or repeal any provision contained in this certificate of incorporation in the manner now or hereafter prescribed by law, and all rights and powers conferred herein on stockholders, directors and officers are subject to this reserved power.

IN WITNESS WHEREOF, the undersigned hereby executes this document and affirms that the facts set forth herein are true under the penalties of perjury this 8th day of October, 2002.

/s/ Robert J. Fabbriatore
Robert J. Fabbriatore, Incorporator

Attachment 2 - Foreign Corporation Qualification

The State of South Carolina



Office of Secretary of State Mark Hammond

Certificate of Authorization

I, Mark Hammond, Secretary of State of South Carolina Hereby certify that:

NEW HORIZONS COMMUNICATIONS CORP.,
a corporation duly organized under the laws of the state of **DELAWARE** and
issued a certificate of authority to transact business in South Carolina on
October 4th, 2006, has on the date hereof filed all reports due this office, paid all
fees, taxes and penalties owed to the Secretary of State, that the Secretary of
State has not mailed notice to the Corporation that its authority to transact
business in South Carolina is subject to being revoked pursuant to Section 33-
15-310 of the 1976 South Carolina Code, and no application for surrender of
authority to do business in South Carolina has been filed in this office as of the
date hereof.

Given under my Hand and the Great
Seal of the State of South Carolina this
5th day of October, 2006.

A handwritten signature in cursive script that reads "Mark Hammond".
Mark Hammond, Secretary of State

Attachment 3 - Officers & Directors

Officers

Robert Fabbriatore, CEO
Glen Nelson, VP

Directors

Robert Fabbriatore

335 Bear Hill Road
Waltham, Massachusetts 02451

Attachment 4 - Biographical Information

Robert J. Fabbriatore

Mr. Fabbriatore founded New Horizon Communications in October of 2002. New Horizon Communications provides a complete suite of telecommunications products and services utilizing a unique hybrid platform consisting of both master agency with access to 30+ carriers and services provided directly by NHC as a tariffed carrier.

Prior to NHC, Mr. Fabbriatore founded CTC Communications in 1980 and became Chairman and CEO in March 1983. In 1970, Mr. Fabbriatore founded International Business Telephone Corp., a telephone interconnect company. When Rolm Corporation acquired IBT CORP. in 1978, Mr. Fabbriatore was elected President, Rolm New England. Prior to 1970, he was Executive Vice President of Electronic Engineering Corporation of Ohio and prior to that, Chairman and President of Flexwatt Corporation.

Mr. Fabbriatore has over thirty years of telecommunications experience including interconnect, networking, technology development and entrepreneurial ventures. Specialty areas include process engineering, applications development, and retail marketing and distribution. He has extensive senior management experience in finance, operations, marketing and sales distribution.

Mr. Fabbriatore is a graduate of Saint Francis College in New York.

Glen Nelson

Glen Nelson has been on the sales and marketing side of telecommunications for over twenty years. He is currently Vice President of Marketing and Business Development at New Horizon Communications. Prior to New Horizon, he worked for 13 years in various sales and marketing positions at CTC Communications Corp, his last position there was Associate Vice President of Marketing. Over the last twenty years he has held positions in marketing research, strategic planning, sales, sales management and marketing management for data and telecommunications hardware companies and service providers. He has consulted on a worldwide basis on data and telecommunications equipment and services for Fortune 50 companies. He is a graduate of Northeastern University.

Attachment 5 - Financial Information

5:04 PM
10/05/06
Accrual Basis

NEW HORIZON COMMUNICATIONS CORP
Balance Sheet
As of June 30, 2006

	<u>Jun 30, 06</u>
ASSETS	
Current Assets	
Checking/Savings	
BofA Lockbox	195,392.73
BofA Operating	-22,457.41
BofA Payroll (ADP)	12,422.69
BofA Savings (Letter Credit)	90,555.12
Citizens - Lockbox	753.96
Citizens - Operating	1,033.30
Citizens - Payroll	453.96
Total Checking/Savings	<u>278,154.35</u>
Accounts Receivable	
Accounts Receivable	1,577,816.67
Total Accounts Receivable	<u>1,577,816.67</u>
Total Current Assets	1,855,971.02
Fixed Assets	
Fixed Assets	143,109.14
Total Fixed Assets	<u>143,109.14</u>
Other Assets	
Deposits-Carrier	39,500.00
Total Other Assets	<u>39,500.00</u>
TOTAL ASSETS	<u>2,038,580.16</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	1,573,415.96
Total Accounts Payable	<u>1,573,415.96</u>
Other Current Liabilities	
Carrier - Info Highway	5,571.76
Payroll Liabilities	275,599.67
Presidential (Credit Line)	599,237.30
Sales & Use Tax Payable	178,846.14
Total Other Current Liabilities	<u>1,059,254.87</u>
Total Current Liabilities	<u>2,632,670.83</u>
Total Liabilities	2,632,670.83
Equity	
Opening Bal Equity	-88,082.48
Preferred Stock	1,071,555.99
Retained Earnings	-1,642,955.78
Net Income	65,391.60
Total Equity	<u>-594,090.67</u>
TOTAL LIABILITIES & EQUITY	<u>2,038,580.16</u>

5:04 PM

NEW HORIZON COMMUNICATIONS CORP

Profit & Loss

January through June 2006

10/05/06

Accrual Basis

	Jan 06	Feb 06	Mar 06	Apr 06	May 06	Jun 06	TOTAL
Ordinary Income/Expense							
Income							
CABS Billing	16,128.51	16,793.24	16,080.04	15,654.68	21,625.39	22,531.65	108,813.51
Income - Other	38.36	34.66	38.39	37.17	38.42	620.20	807.20
Sales - Agency (Commissions & Spiffs)	35,343.89	34,984.84	37,965.27	36,988.20	45,318.60	39,432.93	230,033.73
Sales - Allowances & Returns	-12,673.08	-7,446.00	-9,348.31	-9,613.87	-15,928.57	-16,547.05	-71,556.88
Sales - Bill (Customer)	789,279.24	785,814.88	868,393.33	873,956.46	918,518.60	926,579.54	5,162,542.05
Surcharge	8,427.22	8,430.24	10,093.61	9,498.61	9,983.77	10,228.21	56,661.66
Total Income	836,544.14	838,611.86	923,222.33	926,521.25	979,556.21	982,845.48	5,487,301.27
Cost of Goods Sold							
COGS Adjustment/Credit	-8,210.36	-40,123.97	-13,301.59	-3,315.60	-1,137.10	-3,449.45	-69,538.07
Cost of Goods Sold (COGS)	518,899.75	556,316.67	554,978.57	574,567.40	618,343.68	623,124.77	3,446,230.84
Total COGS	510,689.39	516,192.70	541,676.98	571,251.80	617,206.58	619,675.32	3,376,692.77
Gross Profit	325,854.75	322,419.16	381,545.35	355,269.45	362,349.63	363,170.16	2,110,608.50
Expense							
Adjustments/Credits	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Communication Services	13,099.54	13,093.57	14,482.41	10,578.79	10,007.21	10,225.90	71,487.42
Equipment Rental	0.00	0.00	0.00	0.00	2,482.44	1,180.26	3,662.70
Florist	0.00	160.00	0.00	0.00	0.00	110.00	270.00
Information Systems	24,373.72	24,336.80	26,670.15	26,206.72	26,991.32	28,582.09	157,160.80
Insurance	838.65	449.65	454.67	444.65	454.66	202.53	2,844.81
Licenses and Permits	534.60	5,950.00	6,726.00	3,873.75	7,024.62	2,679.18	26,788.15
Meetings	1,273.88	4,034.59	92.52	131.58	101.63	457.59	6,091.79
Miscellaneous	1,029.95	3,003.06	0.00	41.05	1,150.00	220.46	5,444.52
Payroll	232,014.94	226,311.20	245,340.55	262,894.06	254,194.55	257,824.15	1,478,579.45
Postage and Delivery	531.78	487.88	584.71	350.00	293.86	316.70	2,564.93
Printing and Reproduction	31.50	638.30	113.47	133.57	51.10	51.10	1,019.04
Professional Fees	722.42	344.33	1,185.93	5,722.46	1,430.55	1,754.80	11,160.49
Rent	3,281.84	3,262.47	3,262.47	3,281.84	4,307.20	4,262.47	21,658.29
Repairs & Maintenance	129.67	154.94	119.01	205.70	627.39	663.78	1,900.49
Supplies	1,475.57	1,142.49	1,224.04	394.31	699.27	692.97	5,628.65
Taxes (Corporate)	526.57	882.35	31.10	23.34	21.42	20.48	1,505.26
Telephone	3,348.13	3,452.29	4,726.85	3,873.04	5,790.12	1,566.17	22,756.60
Travel & Ent	552.80	1,475.92	551.04	1,606.33	2,206.66	1,923.60	8,316.35
Utilities (Water Gas Electric Trash)	474.26	750.69	719.89	629.73	545.72	911.51	4,031.80
Web Maint	0.00	100.00	150.00	0.00	0.00	0.00	250.00
Total Expense	284,239.82	290,030.53	306,434.81	320,390.92	318,379.72	313,645.74	1,833,121.54
Net Ordinary Income	41,614.93	32,388.63	75,110.54	34,878.53	43,969.91	49,524.42	277,486.96
Other Income/Expense							
Other Expense							
Amortization	669.52	669.52	669.52	669.52	669.52	669.52	4,017.12
Bad Debt	0.00	0.00	0.00	0.00	0.00	2,709.75	2,709.75
Depreciation	1,111.21	1,146.50	1,146.50	1,220.94	1,240.94	1,332.02	7,198.11
Fees	15,203.64	13,453.96	13,962.72	13,746.27	13,800.02	16,733.41	86,900.02
Interest Expense	18,675.89	17,170.12	19,233.17	18,872.85	18,370.26	18,948.07	111,270.36
Total Other Expense	35,660.26	32,440.10	35,011.91	34,509.58	34,080.74	40,392.77	212,095.36
Net Other Income	-35,660.26	-32,440.10	-35,011.91	-34,509.58	-34,080.74	-40,392.77	-212,095.36
Net Income	5,954.67	-51.47	40,098.63	368.95	9,889.17	9,131.65	65,391.60

Attachment 6 - Proposed Tariff

TITLE SHEETSOUTH CAROLINA TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service or facilities for Telecommunications Services furnished by New Horizons Communications Corp. ("New Horizon"), with principal offices at 335 Bear Hill Road, Waltham, Massachusetts 02451. This tariff applies for services furnished within the State of South Carolina. This tariff is on file with the South Carolina Public Service Commission, and copies may be inspected, during normal business hours, at the company's principal place of business.

Issued:

Effective:

By: Glen Nelson, VP Marketing and Business Development

335 Bear Hill Road

Waltham, Massachusetts 02451

Phone No.: (781) 290-4600, E-Mail Address: info@nhcgrp.com

CONCURRING, CONNECTING OR
OTHER PARTICIPATING CARRIERS

1. Concurring Carriers - None
2. Connecting Carriers - None
3. Other Participating Carriers - None

Issued:

Effective:

By: Glen Nelson, VP Marketing and Business Development
335 Bear Hill Road
Waltham, Massachusetts 02451

Phone No.: (781) 290-4600, E-Mail Address: info@nhcgrp.com

CHECK SHEET

The Sheets of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1	Original	21	Original
2	Original	22	Original
3	Original	23	Original
4	Original	24	Original
5	Original	25	Original
6	Original	26	Original
7	Original	27	Original
8	Original	28	Original
9	Original	29	Original
10	Original	30	Original
11	Original	31	Original
12	Original	32	Original
13	Original	33	Original
14	Original	34	Original
15	Original	35	Original
16	Original	36	Original
17	Original	37	Original
18	Original	38	Original
19	Original	39	Original
20	Original	40	Original

* New or Revised Sheet

Issued:

Effective:

By: Glen Nelson, VP Marketing and Business Development

335 Bear Hill Road

Waltham, Massachusetts 02451

Phone No.: (781) 290-4600, E-Mail Address: info@nhcgrp.com

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Issued:**Effective:****By: Glen Nelson, VP Marketing and Business Development****335 Bear Hill Road****Waltham, Massachusetts 02451****Phone No.: (781) 290-4600, E-Mail Address: info@nhcgrp.com**

TARIFF FORMAT

A. Sheet Numbering: Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between pages 11 and 12 would be page 11.1.

B. Sheet Revision Numbers: Revision numbers also appear in the upper right corner of each sheet where applicable. These numbers are used to indicate the most current page version on file with the Commission. For example, 4th Revised Sheet 13 cancels 3rd Revised Sheet 13. Consult the Check Sheet for the sheets currently in effect.

C. Paragraph Numbering Sequence: There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

- 2.
- 2.1
- 2.1.1
- 2.1.1.A
- 2.1.1.A.1
- 2.1.1.A.1.(a)
- 2.1.1.A.1.(a).I
- 2.1.1.A.1.(a).I.(i)
- 2.1.1.A.1.(a).I.(i).(1)

D. Check Sheets: When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current Revision Number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current on Commission file.

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SYMBOLS

The following are the only symbols used for the purposes indicated below:

- D - Delete or Discontinue
- I - Change Resulting In An
Increase to A Customer's Bill
- M - Moved from Another Tariff Location
- N - New
- R - Change Resulting In A
Reduction to A Customer's Bill
- T - Change in Text or Regulation
But No Change In Rate or Charge

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to the Company's location or switching center.

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable the Company to identify the origin of the Customer so it may rate and bill the call. Automatic number identification (ANI) is used as the authorization code wherever possible.

Commission - Used throughout this tariff to mean the South Carolina Public Service Commission.

Company or New Horizon - Used throughout this tariff to mean New Horizons Communications Corp., a Delaware corporation.

Customer - The person, firm, corporation or other legal entity which orders the services of the Company and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

Dedicated Access - The Customer gains entry to the Company's services by a direct path from the customer's location to the company's point of presence.

Holiday - New Year's Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Holidays shall be billed at the evening rate from 8 a.m. to 11 p.m. After 11 p.m., the lower night rate shall go into effect.

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ORS - South Carolina Office of Regulatory Staff.

Resp. Org - Responsible Organization or entity identified by a Toll-Free service Customer that manages and administers records in the toll free number database and management system.

Switched Access - The Customer gains entry to the company's services by a transmission line that is switched through the local exchange carrier to reach the company's point of presence.

Telecommunications - The transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

Underlying Carrier - The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of Customer telecommunications traffic.

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SECTION 2 - RULES AND REGULATIONS**2.1 Undertaking of the Company**

This tariff contains the regulations and rates applicable to intrastate interexchange telecommunications services provided by the Company for telecommunications between points within the State of South Carolina. Services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in the Commission's rules. The Company's services are provided on a statewide basis and are not intended to be limited geographically. The Company offers service to all those who desire to purchase service from the Company consistent with all of the provisions of this tariff. Customers interested in the Company's services shall file a service application with the Company which fully identifies the Customer, the services requested and other information requested by the Company. The Company reserves the right to examine the credit record and check the references of all applicants and Customers prior to accepting the service order. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer's location to a service provided by the Company. The Customer shall be responsible for all charges due for such service arrangement. Any marketing efforts will clearly indicate to potential customers the nature of the transaction which is being offered. Materials submitted to prospective customers will clearly indicate that those customers will be changing their long distance carrier if they accept such solicitation. As a telephone utility under the regulation of the Commission, the Company does hereby assert and affirm that as a reseller of intrastate telecommunications services it shall not indulge or participate in deceptive or misleading telecommunications marketing practices to the detriment of consumers in South Carolina, and it shall comply with those marketing procedures, if any, set forth by the Commission. Additionally, the Company shall be responsible for the marketing practices of its contracted telemarketers and for their compliance with this provision. The Company understands that violation of this provision could result in a rule to show cause as to the withdrawal of its

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certification to complete intrastate telecommunications traffic within the State of South Carolina.

- 2.1.1 The services provided by the Company are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services, but may involve the resale of the Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS) of underlying common carriers subject to the jurisdiction of this Commission.
- 2.1.2 The rates and regulations contained in this tariff apply only to the services furnished by the Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carriers for use in accessing the services of the Company.
- 2.1.3 The Company reserves the right to limit the length of communications, to discontinue furnishing services, or limit the use of service necessitated by conditions beyond its control, including, without limitation: lack of satellite or other transmission medium capacity; the revision, alteration or repricing of the Underlying Carrier's tariffed offerings; or when the use of service becomes or is in violation of the law or the provisions of this tariff.

2.2 Use of Services

- 2.2.1 The Company's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services, subject to any limitations set forth in this Section 2.2.

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- 2.2.2 The use of the Company's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 2.2.3 The use of the Company's services without payment for service or attempting to avoid payment by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 The Company's services are available for use 24 hours per day, seven days per week.
- 2.2.5 The Company does not transmit messages, but the services may be used for that purpose.
- 2.2.6 The Company's services may be denied for nonpayment of charges or for other violations of this tariff.
- 2.2.7 Customers shall not use the service provided under this tariff for any unlawful purpose.
- 2.2.8 The Customer is responsible for notifying the Company immediately of any unauthorized use of services.

2.3 Liability of the Company

- 2.3.1 The Company shall not be liable for any claim, loss, expense or damage for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by the Underlying Carrier, an act of God, fire, war, civil disturbance, act of government, or due to any other causes beyond the Company's control.

The Company shall comply with the Rules and Regulations contained in the Public Service Commission of South Carolina's Telecommunications Utilities Regulations.

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- 2.3.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.
- 2.3.3 No agent or employee of any other carrier or entity shall be deemed to be an agent or employee of the Company.
- 2.3.4 The Company's liability for damages, resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects or misrepresentations shall not exceed an amount equal to the charges provided for under this tariff for the long distance call for the period during which the call was affected. No other liability in any event shall attach to the Company.
- 2.3.5 The Company shall not be liable for and shall be indemnified and saved harmless by any Customer or by any other entity from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by any Customer or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any Customer or any other entity or any other property whether owned or controlled by the Customer or others.
- 2.3.6 The Company shall not be liable for any indirect, special, incidental, or

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consequential damages under this tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including the breakdown of facilities associated with the service, or for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of furnishing service.

2.3.7 The remedies set forth herein are exclusive and in lieu of all other warranties and remedies, whether express, implied, or statutory, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

2.3.8 The Company shall comply with the rules and regulations contained in the Public Service Commission of South Carolina's telecommunications utilities regulations.

2.4 Responsibilities of the Customer

- 2.4.1 The Customer is responsible for placing any necessary orders and complying with tariff regulations. The Customer is also responsible for the payment of charges for services provided under this tariff.
- 2.4.2 The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf.
- 2.4.3 If required for the provision of the Company's services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to the Company.
- 2.4.4 The Customer is responsible for arranging access to its premises at times mutually agreeable to the Company and the Customer when required for Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of the Company's services.

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- 2.4.5 The Customer shall cause the temperature and relative humidity in the equipment space provided by Customer for the installation of the Company's equipment to be maintained within the range normally provided for the operation of microcomputers.
- 2.4.6 The Customer shall ensure that the equipment and/or system is properly interfaced with the Company's facilities or services, that the signals emitted into the Company's network are of the proper mode, bandwidth, power and signal level for the intended use of the subscriber and in compliance with criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, the Company will permit such equipment to be connected with its channels without the use of protective interface devices. If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to the Company equipment, personnel or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service.
- 2.4.7 The Customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by negligence or willful act of the Customer or others, by improper use of the services, or by use of equipment provided by Customer or others.

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- 2.4.8 The Customer must pay for the loss through theft of any Company equipment installed at Customer's premises.
- 2.4.9 If the Company installs equipment at Customer's premises, the Customer shall be responsible for payment of any applicable installation charge.
- 2.4.10 The Customer must use the services offered in this tariff in a manner consistent with the terms of this tariff and the policies and regulations of all state, federal and local authorities having jurisdiction over the service.

2.5 Cancellation or Interruption of Services

- 2.5.1 Without incurring liability, upon five (5) working days' (defined as any day on which the company's business office is open and the U.S. Mail is delivered) written notice to the Customer, the Company may immediately discontinue services to a Customer or may withhold the provision of ordered or contracted services:
- 2.5.1.A For nonpayment of any sum due the Company for more than thirty (30) days after issuance of the bill for the amount due,
- 2.5.1.B For violation of any of the provisions of this tariff,
- 2.5.1.C For violation of any law, rule, regulation, policy of any governing authority having jurisdiction over the Company's services, or
- 2.5.1.D By reason of any order or decision of a court, state or federal regulatory body or other governing authority prohibiting the Company from furnishing its services. Service will be terminated only on Monday through Thursday between the

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hours of 8:00 am and 4:00 pm unless provisions have been made to have someone available to accept payment and reconnect service.

2.5.2 Without incurring liability, the Company may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and the Company's equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.

2.5.3 Service may be discontinued by the Company without notice to the Customer, by blocking traffic to certain countries, cities or NXX exchanges, or by blocking calls using certain Customer authorization codes, when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assign a new authorization code to replace the one that has been deactivated.

2.5.4 Customer will be liable for all usage on any of the Company's service offerings until the Customer actually leaves the service. Customers will continue to have Company usage until the Customer notifies its local exchange carrier and changes its long distance carrier. Until the Customer so notifies its local exchange carrier, it shall continue to generate and be responsible for long distance usage.

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2.6 Credit Allowance

- 2.6.1 Credit may be given for disputed calls, on a per call basis.
- 2.6.2 Credit shall not be issued for unavailability of long distance services.

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2.7 Restoration of Service

The use and restoration of service shall be in accordance with the priority system specified in part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

2.8 Deposit

The Company does not require deposits.

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2.9 Payment and Billing

- 2.9.1 Service is provided and billed on a billing cycle basis, beginning on the date that service becomes effective. Billing is payable upon receipt.
- 2.9.2 The customer is responsible for payment of all charges for services furnished to the Customer, as well as to all persons using the Customer's codes, exchange lines, facilities, or equipment, with or without the knowledge or consent of the Customer. The security of the Customer's Authorization Codes, presubscribed exchange lines, and direct connect facilities is the responsibility of the Customer. All calls placed using direct connect facilities, presubscribed exchange lines, or Authorization Codes will be billed to and must be paid by the Customer. Charges based on actual usage during a month and any accrued interest will be billed monthly in arrears.
- 2.9.3 All bills are presumed accurate, and shall be binding on the customer unless objection is received by the Company in writing or orally within the applicable statute of limitations. No credits, refunds, or adjustments shall be granted if demand therefore is not received by the Company in writing within such limitation period.

2.10 Collection Costs

In the event Company is required to initiate legal proceedings to collect any amounts due to Company for regulated or non-regulated services, equipment or facilities, or to enforce any judgment obtained against a Customer, or for the enforcement of any other provision of this tariff or applicable law, Customer shall, in addition to all amounts due, be liable to Company for all reasonable costs incurred by Company in such proceedings and enforcement actions, including

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reasonable attorneys' fees, collection agency fees or payments, and court costs. In any such proceeding, the amount of collection costs, including attorneys' fees, due to the Company, will be determined by the court.

2.11 Taxes

All federal, state and local taxes, assessments, surcharges, or fees, including sales taxes, use taxes, and municipal utilities taxes, are billed as separate line items and are not included in the rates quoted herein.

2.12 Late Charge

A one-time late fee of 1.5% monthly or the amount otherwise authorized by law, whichever is lower, may be added to any unpaid balance brought forward from the previous month's billing date.

2.13 Returned Check Charge

A fee will be charged whenever a check or draft presented for payment for service is not accepted by the institution on which it is written, however, the charge may equal but not exceed the rate allowed by S.C. Code Annotated Section 34-11-70.

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SECTION 3 - DESCRIPTION OF SERVICE**3.1 Computation of Charges**

3.1.1 The total charge for each completed call may be a variable measured charge dependent on the duration, distance and time of day of the call. The total charge for each completed call may also be dependent only on the duration of the call, i.e. a statewide flat rate per minute charge. The variable measured charge is specified as a rate per minute which is applied to each minute. All calls are measured in increments as set forth in the Rates Section of this tariff. Fractions of a billing increment are rounded up to a full billing increment on a per call basis. Fractions of a cent per minute are rounded up to a full cent on a per call basis.

3.1.2 Where mileage bands appear in a rate table, rates for all calls are based upon the airline distance between the originating and terminating points of the call, as determined by the vertical and horizontal coordinates associated with the exchange (the area code and three digit central office code) associated with the originating and terminating telephone numbers. If the Customer obtains access to the Company's network by a dedicated access circuit, that circuit will be assigned an exchange for rating purposes based upon the Customer's main telephone number at the location where the dedicated access circuit terminates. The vertical and horizontal (V & H) coordinates for each exchange and the airline distance between them will be determined according to industry standards.

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3.1.3 Timing begins when the called station is answered and two way communication is possible, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. Recognition of answer supervision is the responsibility of the Underlying Carrier. Timing for each call ends when either party hangs up. The Company will not bill for uncompleted calls.

3.2 Customer Complaints and/or Billing Disputes

Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

335 Bear Hill Road
Waltham, Massachusetts 02451
Customer Service: (800) 520-5812

Any objection to billed charges should be reported promptly to the Company. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. Where overbilling of a subscriber occurs, due either to Company or subscriber error, no liability exists which will require the Company to pay any interest, dividend or other compensation on the amount overbilled; provided, however, in the event that the Company has willfully overcharged any Customer, the Company shall refund the difference, plus interest, as prescribed by the Commission.

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All unresolved disputes with the Company may be filed with ORS at the following address and telephone number:

Office of Regulatory Staff
Consumer Services Division
PO Drawer 11263
Columbia, SC 29211
Telephone No.: 803-737-5230
Toll Free No.: 800-922-1531
Fax No.: 803-737-4750

3.3 Level of Service

A Customer can expect end to end network availability of not less than 99% at all times for all services.

3.4 Billing Entity Conditions

When billing functions on behalf of the Company or its intermediary are performed by local exchange telephone companies or others, the payment of charge conditions and regulations of such companies and any regulations imposed upon these companies by regulatory bodies having jurisdiction apply. The Company's name and toll-free telephone number will appear on the Customer's bill.

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3.5 Service Offerings**3.5.1 1+ Dialing**

This service permits Customers to originate calls via switched or dedicated access lines, and to terminate intrastate calls. The Customer dials "1+" followed by "ten digits" or dials "101XXXX" followed by "1+ ten digits".

3.5.2 Travel Cards

The Customer utilizes an 11 digit "toll-free" access number established by the Company to access a terminal. Upon receiving a voice prompt, the Customer uses push button dialing to enter an identification code assigned by the Company, and the ten digit number of the called party.

3.5.3 Toll-Free Service

This service is inbound calling only where an 800, 888 or other toll-free prefix number rings into a Customer's premise routed to a specific telephone number or terminated over a dedicated facility.

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3.5.4 Reserved for Future Use.

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NEW HORIZONS COMMUNICATIONS CORP.

ORIGINAL SHEET 26
SOUTH CAROLINA PSC TARIFF NO. 1

Reserved for Future Use.

Issued:

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3.5.5 Directory Assistance.

Access to long distance directory assistance is obtained by dialing 1 + 555-1212 for listings within the originating area code and 1 + (area code) + 555-1212 for other listings. When more than one number is requested in a single call, a charge will apply for each number requested. A charge will be applicable for each number requested, whether or not the number is listed or published.

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3.5.6 Specialized Pricing Arrangements.

Customized service packages and competitive pricing packages at negotiated rates may be furnished on a case-by-case basis in response to requests by Customers to the Company for proposals or for competitive bids. Service offered under this tariff provision will be provided to Customers pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of the tariff. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis. All individual case basis arrangements will be submitted to the Commission. Such arrangements will be provided to ORS upon request.

3.5.7 Emergency Call Handling Procedures

Emergency "911" calls are not routed to company, but are completed through the local network at no charge.

3.5.8 Promotional Offerings

The Company may, from time to time, make promotional offerings to enhance the marketing of its services. These offerings may be limited to certain dates, times and locations. The Company will notify the Commission and ORS of such offerings at least 14 days prior to the effective date of such offerings.

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SECTION 4 - CURRENT RATES4.1 1+ Dialing

4.1.1 1+ Dialing - Bellsouth Areas

A. Residential

	Peak		Off-Peak	
	First Minute	Add'l Minute	First Minute	Add'l Minute
Customer Dialed Direct - Station-to-Station	0.33	0.33	0.33	0.33
Customer Dialed Calling Card - Station-to-Station	0.33	0.33	0.33	0.33
Operator Assisted Dialed - Station-to-Station	0.33	0.33	0.33	0.33
Person-to-Person	0.33	0.33	0.33	0.33

The following charges are in addition to the Rate Tables preceding when the call is placed using the following operator service:

(a) Station Charge	Per Call
Customer dialed, credit card	\$1.00
Operator Assisted	2.50
Payphone Charge	0.30
(b) Person-to-Person	
All calls	5.00

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B. Business

	Peak		Off-Peak	
	First Minute	Add'l Minute	First Minute	Add'l Minute
Customer Dialed Direct - Station-to-Station	0.33	0.33	0.33	0.33
Customer Dialed Calling Card - Station-to-Station	0.33	0.33	0.33	0.33
Operator Assisted Dialed - Station-to-Station	0.33	0.33	0.33	0.33
Person-to-Person	0.33	0.33	0.33	0.33

The following charges are in addition to the Rate Tables preceding when the call is placed using the following operator service:

(a) Station Charge	Per Call
Customer dialed, credit card	\$1.00
Operator Assisted	2.50
Payphone Charge	0.30
(b) Person-to-Person	
All calls	5.00

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4.1.2 1+ Dialing - Verizon Areas

A. Residential

	Peak		Off-Peak	
	First Minute	Add'l Minute	First Minute	Add'l Minute
Customer Dialed Direct - Station-to-Station	0.09	0.09	0.09	0.09
Customer Dialed Calling Card - Station-to-Station	0.09	0.09	0.09	0.09
Operator Assisted Dialed - Station-to-Station	0.09	0.09	0.09	0.09
Person-to-Person	0.09	0.09	0.09	0.09

The following charges are in addition to the Rate Tables preceding when the call is placed using the following operator service:

(a) Station Charge	Per Call
Customer dialed, credit card	\$0.50
Operator Assisted	1.25
Payphone Charge	0.25
(b) Person-to-Person	
All calls	2.50

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B. Business

	Peak		Off-Peak	
	First 18 seconds	Each Add'l 6 seconds	First 18 seconds	Each Add'l 6 seconds
Customer Dialed Direct - Station-to- Station	0.027	0.009	0.027	0.009
Customer Dialed Calling Card - Station-to- Station	0.027	0.009	0.027	0.009
Operator Assisted Dialed - Station-to- Station	0.027	0.009	0.027	0.009
Person-to-Person	0.027	0.009	0.027	0.009

The following charges are in addition to the Rate Tables preceding when the call is placed using the following operator service:

(a)	Station Charge	Per Call
	Customer dialed, credit card	\$0.50
	Operator Assisted	1.25
	Payphone Charge	0.25
(b)	Person-to-Person	
	All calls	2.50

A \$4.95 per month service charge applies.
Billed in one minute increments.

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4.2 Travel Cards

\$.199 per minute

A \$.25 per call service charge applies.
Billed in one minute increments.

4.3 Toll Free

\$0.150 per minute

A \$10 per month per number service charge applies.
Billed in one minute increments.

4.4 Residential Calling Plans - Verizon Service Areas**Five Pennies Plan**

Five Pennies Plan is an optional plan for direct dialed IntraLATA toll calls. This plan offers flat rate pricing available 24 hours per day, seven days per week to residential customers in Verizon exchanges who subscribe to Local Package, Local Package Extra, Local Package Light, or Local Package Plus.

Calls are billed in one-minute increments. Directory Assistance, operator handled, and calling card calls are excluded from this service. This service is available only on the line equipped with Local Package, Local Package Extra, Local Package Light, or Local Package Plus. 1 If the customer cancels subscription to Local Package, Local Package Extra, Local Package Light, or Local Package Plus, another optional calling plan may be chosen. If no other optional calling plan is specified, the customer's account will default to the standard Verizon IntraLATA toll service and rates.

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Plan Name	Monthly Recurring Charge	First Minute	Each Add'l Minute
Five Pennies Plan	N/A	0.0500	0.0500

A monthly recurring charge of \$4.95 applies to this plan.

4.5 Reserved for Future Use.

4.6 Directory Assistance

Verizon Service Area	\$0.45
Bellsouth Service Area	\$1.25

4.7 Returned Check Charge

\$20.00

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4.8 Rate Periods

	Monday - Friday	Sat.	Sun.
8 a.m. to 5 p.m.*	Daytime Rate Period		Evening Rate Period
5 p.m. to 11 p.m.*	Evening Rate Period		
11 p.m. to 8 a.m.*	Night/Weekend Rate Period		

* To, but not including
When a message spans more than one rate period, total charges for the minutes in each rate period are calculated and the results for each rate period are totaled to obtain the total message charge. If the calculation results in a fractional charge, the amount will be rounded up to the higher cent.

4.9 Payphone Dial Around Surcharge

A dial around surcharge of \$.30 per call will be added to any completed INTRASTATE toll access code and subscriber toll-free 800/888 type calls placed from a public or semi-public payphone.

4.10 Universal Service Fund Assessment

The Customer will be assessed a monthly Universal Service Fund Contribution charge on all telecommunications services, which in no event shall be less than the prevailing contribution percentage rate charged the Company on intrastate traffic by the Universal Service Administrative Company (or any successor) or any state agency or its administrator.

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SECTION 5 - MAXIMUM RATES5.1 1 + & 101XXXX Dialing

5.1.1 1+ Dialing - Bellsouth Areas

A. Residential

	Peak		Off-Peak	
	First Minute	Add'l Minute	First Minute	Add'l Minute
Customer Dialed Direct - Station-to-Station	0.50	0.50	0.50	0.50
Customer Dialed Calling Card - Station-to- Station	0.50	0.50	0.50	0.50
Operator Assisted Dialed - Station-to-Station	0.50	0.50	0.50	0.50
Person-to-Person	0.50	0.50	0.50	0.50

The following charges are in addition to the Rate Tables preceding when the call is placed using the following operator service:

(a) Station Charge	Per Call
Customer dialed, credit card	\$2.00
Operator Assisted	5.00
Payphone Charge	0.60
(b) Person-to-Person	
All calls	7.50

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B. Business

	Peak		Off-Peak	
	First Minute	Add'l Minute	First Minute	Add'l Minute
Customer Dialed Direct - Station-to-Station	0.50	0.50	0.50	0.50
Customer Dialed Calling Card - Station-to-Station	0.50	0.50	0.50	0.50
Operator Assisted Dialed - Station-to-Station	0.50	0.50	0.50	0.50
Person-to-Person	0.50	0.50	0.50	0.50

The following charges are in addition to the Rate Tables preceding when the call is placed using the following operator service:

(a) Station Charge	Per Call
Customer dialed, credit card	\$2.00
Operator Assisted	5.00
Payphone Charge	0.60
(b) Person-to-Person	
All calls	7.50

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5.1.2 1+ Dialing - Verizon Areas

A. Residential

	Peak		Off-Peak	
	First Minute	Add'l Minute	First Minute	Add'l Minute
Customer Dialed Direct - Station-to-Station	0.15	0.15	0.15	0.15
Customer Dialed Calling Card - Station-to-Station	0.15	0.15	0.15	0.15
Operator Assisted Dialed - Station-to-Station	0.15	0.15	0.15	0.15
Person-to-Person	0.15	0.15	0.15	0.15

The following charges are in addition to the Rate Tables preceding when the call is placed using the following operator service:

(a) Station Charge	Per Call
Customer dialed, credit card	\$1.00
Operator Assisted	2.50
Payphone Charge	0.50
(b) Person-to-Person	
All calls	5.00

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B. Business

	Peak		Off-Peak	
	First 18 seconds	Each Add'l 6 seconds	First 18 seconds	Each Add'l 6 seconds
Customer Dialed Direct - Station-to- Station	0.054	0.018	0.054	0.018
Customer Dialed Calling Card - Station-to- Station	0.054	0.018	0.054	0.018
Operator Assisted Dialed - Station-to- Station	0.054	0.018	0.054	0.018
Person-to-Person	0.054	0.018	0.054	0.018

The following charges are in addition to the Rate Tables preceding when the call is placed using the following operator service:

(a)	Station Charge	Per Call
	Customer dialed, credit card	\$1.00
	Operator Assisted	2.50
	Payphone Charge	0.50
(b)	Person-to-Person	
	All calls	5.00

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5.2 Reserved for Future Use

5.3 Toll Free Service

\$0.30 per minute

A \$20 per month per number service charge

5.4 Reserved for Future Use

5.5 Reserved For Future Use

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CERTIFICATE OF SERVICE

The undersigned employee of Elliott & Elliott, P.A. does hereby certify that she has served below listed parties with a copy of the pleading(s) indicated below by mailing a copy of same to them in the United States mail, by regular mail, with sufficient postage affixed thereto and return address clearly marked on the date indicated below:

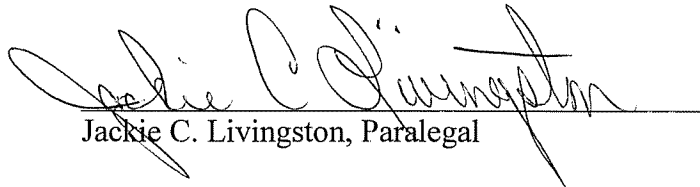
RE: Application of New Horizons Communications Corp.
Authority to Operate as a Reseller of Interexchange
Telecommunication Services as a Reseller of
Interexchange Telecommunication within the State of
South Carolina

DOCKET NO.:

PARTIES SERVED: C. Dukes Scott, Esquire
Office of Regulatory Staff
PO Box 11263
Columbia, SC 29211

PLEADING: APPLICATION

January 8, 2007


Jackie C. Livingston, Paralegal

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